

**WHEREAS** on January 12, 2022, the Court entered a Stipulation and Preliminary Injunction Order (Dkt. No. 66) (the “Preliminary Injunction”) extending the Temporary Restraining Order; and

**WHEREAS** the Temporary Restraining Order froze, and the Preliminary Injunction continues to freeze, all assets of Defendant Joseph A. Cammarata; and

**WHEREAS** Mr. Cammarata, together with Nominal Defendant Nina Cammarata, owns a private island in the Bahamas known as Sandy Cay, which Mr. Cammarata represents has been undergoing repairs since Hurricane Dorian struck the island in 2019; and

**WHEREAS** the Temporary Restraining Order restricted, and the Preliminary Injunction continues to restrict, access to funds needed to pay for electricity expenses associated with Sandy Cay while this matter is pending; and

**WHEREAS** the current amount due to Bahamas Power and Light is \$8,382.90, which Mr. Cammarata represents includes charges incurred since April 2021 and which bills Mr. Cammarata represents he did not receive until November 2021; and

**WHEREAS** nonpayment of the sum due may lead to a suspension of the power to Sandy Cay; and

**WHEREAS** Bahamas Power and Light accepts online payments via credit card, through an electronic account management system; and

**WHEREAS** the Court entered an order on November 10, 2021 that, in part, directed the parties “to continue conferring regarding a potential stipulated preliminary injunction and potential carve outs to the asset freeze, for reasonable, necessary and appropriate expenses related to...preservation of assets subject to the TRO Order” (Dkt. No. 16 ¶ 2); and

**WHEREAS** the Court entered an order on December 3, 2021 extending the “relief provided in the TRO Order and November 10 Order ... through January 25, 2022” and directing the parties “to continue conferring regarding a potential stipulated preliminary injunction and

potential carve outs to the asset freeze, for reasonable, necessary and appropriate expenses related to...preservation of assets subject to the TRO Order” (Dkt. No. 38); and

**WHEREAS** the December 3 Order directs the parties to “file stipulated agreements regarding any carve outs for...preservation of assets for the Court’s consideration as soon as practicable,” and provides that “[s]uch stipulations shall be without prejudice to any party to such a stipulation seeking a modification in the future in the event of changed circumstances”; and

**WHEREAS** the Preliminary Injunction anticipated “that future carve outs from the asset freeze may be necessary as the Criminal Case and this Action proceed” and that the parties “will continue to confer in good faith regarding potential carve outs to the asset freeze”; and

**WHEREAS** Plaintiff and Mr. Cammarata have agreed that \$8,382.90 should be carved out of the Court’s Preliminary Injunction to pay the Sandy Cay electrical expenses owed to Bahamas Power and Light to preserve the value of the asset.

**NOW THEREFORE**, the Parties stipulate and agree and the Court hereby **ORDERS**, as follows:

1. All prior orders of this Court shall remain in full force and effect except as expressly modified herein.

2. For purposes of this Order, the Court’s asset freeze is immediately lifted only to the extent (except as set forth in Paragraph 3) and for the limited, express purpose of authorizing Mr. Cammarata to pay the outstanding \$8,382.90 to Bahamas Power and Light using his Chase Visa card ending 0234 and/or American Express card ending 5002.

3. For purposes of this Order, the Court’s asset freeze is further immediately lifted only to the extent (except as set forth in Paragraph 2) to authorize Mr. Cammarata to transfer \$8,382.90 from the Morgan Stanley account ending 9129 to pay Chase and/or American Express

a total of \$8,382.90 corresponding to the sums paid to Bahamas Power and Light as set forth in Paragraph 2.

4. Mr. Cammarata shall promptly provide proof of the transfers of funds as described in Paragraphs 2 and 3 to Plaintiff.

5. This Order does not constitute a waiver of any right or defense of any party.

Dated: January 26, 2022

/s/ Chad F. Kenney

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Chad F. Kenney  
United States District Judge

The undersigned consents to  
the form and entry of this Order

By: /s/ John V. Donnelly III  
John V. Donnelly III

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*Counsel to Defendant Joseph A.  
Cammarata*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Stipulation and Order Regarding Limited Transfer of Funds has been served via ECF upon all counsel of record.

Dated: January 20, 2022

/s/ Antonio M. Pozos  
Antonio M. Pozos